

ADDENDUM

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SECTION A - Solicitation/Contract Form

52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE. (JUL 2015)

52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS. (MAY 2015)

The following addendum applies to this clause:

FAR 52.212-4(c), **Changes**

- (1) Changes in the terms and conditions of this contract may be made only by written agreement of the parties, except for the following actions:
 - (a) Administrative changes such as the paying office, accounting classifications according to FAR 43.103(b).
 - (b) Changes to Government Technical Representative (GTR) according to HUDAR § 2452.237-73 -- **Conduct of Work and Technical Guidance.**
 - (c) Modifications to obligate or de-obligate funds not to exceed Contract Line Item Numbers.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS. (MAY 2015)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)
- (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

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___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

X (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved]

___ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

X (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Aug 2013) (31 U.S.C. 6101 note).

X (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

___ (10) [Reserved]

___ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

___ (ii) Alternate I (Nov 2011) of 52.219-3.

___ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (ii) Alternate I (Jan 2011) of 52.219-4.

___ (13) [Reserved]

___ (14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).

___ (ii) Alternate I (Nov 2011).

___ (iii) Alternate II (Nov 2011).

___ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

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X (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d) (2) and (3)).

____ (17) (i) 52.219-9, Small Business Subcontracting Plan (Oct 2014) (15 U.S.C. 637 (d) (4)).

____ (ii) Alternate I (Oct 2001) of 52.219-9.

____ (iii) Alternate II (Oct 2001) of 52.219-9.

____ (iv) Alternate III (Oct 2014) of 52.219-9.

X (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

X (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a) (14)).

____ (20) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d) (4) (F) (i)).

____ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).

X (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a) (2)).

____ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).

____ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).

X (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

____ (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).

X (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

X (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

X (29) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).

X (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

X (31) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).

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X (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (33) (i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

____ (ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).

____ (34) 52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

____ (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (36) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514

____ (ii) Alternate I (Jun 2014) of 52.223-13.

____ (37) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (Jun 2014) of 52.223-14.

____ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

____ (39) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Jun 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (Jun 2014) of 52.223-16.

X (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).

____ (41) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

____ (42) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

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___ (ii) Alternate I (May 2014) of 52.225-3.

___ (iii) Alternate II (May 2014) of 52.225-3.

___ (iv) Alternate III (May 2014) of 52.225-3.

___ (43) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (44) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

___ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).

___ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (50) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (51) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

___ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (54) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

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[Contracting Officer check as appropriate.]

___ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)

___ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67.).

___ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C.206 and 41 U.S.C. chapter 67).

___ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).

___ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

X (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658).

___ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

___ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially

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terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e) (1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down

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required in accordance with paragraph (f) of FAR clause 52.222-40.

(x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xi) _____ (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

_____ (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xiv) 52.222-54, Employment Eligibility Verification (Aug 2013).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

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SECTION B - Supplies or Services/Prices

DESCRIPTION OF SERVICES

The contractor must provide all equipment, management, materials, supervision, supplies, and other items and services necessary to coordinate, perform, schedule, and assure effective performance of construction inspections for multifamily (MF) properties according to the terms and conditions of the contract. The contractor will perform the services (i.e. projects) in the following MFH Region:

Southeast Region

Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee, Puerto Rico

- (1) The contractor must serve as HUD's representative and perform inspections of HUD MF projects under repair, construction or substantial rehabilitation and must assist all parties (owner, sponsor, architect, builder, mortgage company, consultant) in construction contract administration procedures, issues, and the preparation and submission of HUD forms. Multifamily projects serviced by the contractor under this contract will involve either HUD-insured or HUD's Capital Advance programs.
- (2) The contractor must perform Special Purpose Inspections (SPIs) of existing subsidized or unsubsidized multifamily projects to either determine the scope and cost of repairs needed to bring the project to a decent, safe, and sanitary condition according to **24 CFR Part 5, Subpart G-Physical Condition Standards and Inspection Requirements**; to follow up on critical repairs at a FHA Section 223(f) Program project; to inspect major repair items; to investigate complaints HUD has received concerning the property's physical condition; or any other inspection assigned to the inspector.

PRICING FOR INSPECTIONS

1. **Routine Inspections:** The prices for routine construction inspections must include all technical and clerical services, materials, supplies, reviews, reports, communications, HUD construction inspection tasks, time, travel, printing, photographic expenses, postage, courier fees and other fees related to the delivery of information to HUD, general oversight, general and administrative costs, fringe benefits, and profit/fee.

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2. **Special Purpose Inspections (SPIs):** SPIs are for use in unusual circumstances, such as needed during a natural disaster. The government will order SPIs (firm-fixed-price) on an "as needed" basis. The contractor must provide the unit price for each labor category. The hourly rate is a burdened rate, so it must include all labor costs, labor overhead, fringe benefits, general and administrative expenses, and profit. The contractor must complete the following table:

Labor Skill	Contract Year One Hourly Rate	Contract Year Two Hourly Rate	Contract Year Three Hourly Rate	Contract Year Four Hourly Rate	Contract Year Five Hourly Rate
Certified Asbestos Consultant					
Certified Industrial Hygienist					
Radon Technician					
Lead Based Paint Consultant					
Architect/Engineer					
Foundation/Soils Engineer					
Roof Inspector					
Construction Inspector					

Certified Asbestos Consultant - certified in the geographic region (States) where the work is to be accomplished in this contract and experience the performance of investigations for the purpose of identifying, abating, or eliminating sources of pollutants or hazards, specifically asbestos, that affect either the environment or the health of the population, and in

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collecting, synthesizing, studies, reporting, and taking action based on data derived from measurements or observations of air, soil, water, and other sources.

Certified Industrial Hygienist - certified in the geographic region (States) where the work is to be accomplished in this contract and experience in anticipating, recognizing, evaluating, and controlling workplace conditions that may cause workers' injury or illness, and the use of environmental monitoring and analytical methods to detect the extent of worker exposure, and employ engineering, work practice controls, and other methods to control potential health hazards, and analyze, identify, and measure workplace hazards or stressors that can cause sickness, impaired health, or significant discomfort in workers through chemical, physical, ergonomic, or biological exposures. Two roles are to spot those conditions and help eliminate or control them through appropriate measures.

Radon Technician - Three years experience in the application of the theory and principles of environmental engineering to perform building inspections and analysis focused on the prevention, detection, and remediation of environmental pollution, specifically radon.

Lead Based Paint Technician - Three years experience in the performance of investigations for the purpose of identifying, abating, or eliminating sources of pollutants or hazards, specifically lead, that affect either the environment or the health of the population, and in collecting, synthesizing, studies, reporting, and taking action based on data derived from measurements or observations of air, soil, water, and other sources.

Architect / Engineer - registered professional engineer (PE) or registered architect, licensed in the geographic region (States) where the work is to be accomplished in this contract

Foundation / Soils Engineer - registered professional engineer, licensed in the geographic region (States) where the work is to be accomplished in this contract

Roof Inspector - Three to five years experience in the installation and inspection of various roofs of structures with shingles, slate, asphalt, aluminum, wood, and related materials such as insulation, decking, flashing, sealants, penetrations, etc. Minimum two of the five years are inspection experience.

Construction Inspector - See the requirements for Construction Inspectors in Section C, **Performance Work Statement**.

SOUTHEAST REGION QUANTITY ESTIMATES

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The government is providing the estimated quantities of construction inspections for each State in the Southeast Region (and Puerto Rico) during the term of the contract:

State	Year One Estimated Quantity	Year Two Estimated Quantity	Year Three Estimated Quantity	Year Four Estimated Quantity	Year Five Estimated Quantity
Alabama	103 EA	103 EA	103 EA	103 EA	103 EA
Florida	217 EA	217 EA	217 EA	217 EA	217 EA
Georgia	154 EA	154 EA	154 EA	154 EA	154 EA
Kentucky	46 EA	46 EA	46 EA	46 EA	46 EA
Mississippi	67 EA	67 EA	67 EA	67 EA	67 EA
North Carolina	160 EA	160 EA	160 EA	160 EA	160 EA
South Carolina	60 EA	60 EA	60 EA	60 EA	60 EA
Tennessee	121 EA	121 EA	121 EA	121 EA	121 EA
Puerto Rico	33 EA	33 EA	33 EA	33 EA	33 EA

The estimated quantities are for informational purposes only.

SCHEDULE OF PRICES/COSTS

The quantity set forth for Routine Construction Inspections is the government's best estimate of the total quantity to be ordered over the ordering period of the contract. In accordance with FAR § 52.216-22(a), the quantities specified in the schedule are estimates only and are not purchased by this contract.

Contract Minimum Quantity (MIN): 680 Each
Contract Maximum Quantity (MAX): 8,250 Each
Contract Best Estimated Quantity (BEQ): 6,600 Each

CLIN	Description	Quantity	Unit	Unit Price	Amount
0001	Orientation/Post Award/Kick-off Meeting/Training/Transition- In See Attachment #1	1	LOT		
0002	Year One The contractor must perform Multifamily Housing Construction Inspection Services -Routine Inspections	XXX	EA		

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CLIN	Description	Quantity	Unit	Unit Price	Amount
	<p>- Southeast Region: Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee</p> <p>See Attachment #1</p> <p>Ordering Period: Effective date of Contract to One Year Thereafter</p>				
0003	<p>Year One</p> <p>The contractor must perform Multifamily Housing Construction Inspection Services - Routine Inspections - Southeast Region: Puerto Rico</p> <p>See Attachment #1</p> <p>Ordering Period: Effective date of Contract to One Year Thereafter</p>	XXX	EA		
0004	<p>Year Two</p> <p>The contractor must perform Multifamily Housing Construction Inspection Services -Routine Inspections - Southeast Region: Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee</p> <p>See Attachment #1</p> <p>Ordering Period: Effective One Year after date of Contract to Two Years Thereafter</p>	XXX	EA		
0005	<p>Year Two</p> <p>The contractor must perform Multifamily Housing Construction Inspection Services - Routine Inspections - Southeast Region: Puerto Rico</p> <p>See Attachment #1</p> <p>Ordering Period: Effective</p>	XXX	EA		

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CLIN	Description	Quantity	Unit	Unit Price	Amount
	One Year after date of Contract to Two Years Thereafter				
0006	Year Three The contractor must perform Multifamily Housing Construction Inspection Services -Routine Inspections - Southeast Region: Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee See Attachment #1 Ordering Period: Effective Two Years after date of Contract to Three Years Thereafter	XXX	EA		
0007	Year Three The contractor must perform Multifamily Housing Construction Inspection Services - Routine Inspections - Southeast Region: Puerto Rico See Attachment #1 Ordering Period: Effective Two Years after date of Contract to Three Years Thereafter	XXX	EA		
0008	Year Four The contractor must perform Multifamily Housing Construction Inspection Services -Routine Inspections - Southeast Region: Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee See Attachment #1 Ordering Period: Effective Three Years after date of Contract to Four Years Thereafter	XXX	EA		
0009	Year Four	XXX	EA		

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CLIN	Description	Quantity	Unit	Unit Price	Amount
	<p>The contractor must perform Multifamily Housing Construction Inspection Services - Routine Inspections - Southeast Region: Puerto Rico</p> <p>See Attachment #1</p> <p>Ordering Period: Effective Three Years after date of Contract to Four Years Thereafter</p>				
0010	<p>Year Five</p> <p>The contractor must perform Multifamily Housing Construction Inspection Services -Routine Inspections - Southeast Region: Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee</p> <p>See Attachment #1</p> <p>Ordering Period: Effective Four Years after date of Contract to Five Years Thereafter</p>	XXX	EA		
0011	<p>Year Five</p> <p>The contractor must perform Multifamily Housing Construction Inspection Services - Routine Inspections - Southeast Region: Puerto Rico</p> <p>See Attachment #1</p> <p>Ordering Period: Effective Four Years after date of Contract to Five Years Thereafter</p>	XXX	EA		
0012	<p>Option:</p> <p>The contractor must provide transition-out services.</p> <p>See Attachment #1</p> <p><i>To be negotiated at the time of need</i></p>	1	LOT	XXX	
0013	Option:	XXX	LOT	XXX	\$XXX

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CLIN	Description	Quantity	Unit	Unit Price	Amount
	Construction Inspection Services - Special Purpose Inspections - See Attachment #1 <i>To be negotiated at time of need.</i>				
Grand Total					

Travel Reimbursement for Special Purpose Inspection Site Visits

- a. The government will reimburse the contractor for allowable travel, including lodging, subsistence, and incidental expenses incurred by the construction inspector or other employees (e.g. key personnel) on trips made at the written request of the Government Technical Representative (GTR) or the Contracting Officer (KO). Reimbursement is limited to the government rates according to the Federal Travel Regulation (FTR) (<http://www.gsa.gov/portal/category/21222>) and Federal Acquisition Regulation (FAR) Section 31.205-46 **Travel Costs**.
- b. The government will reimburse the cost of travel by privately owned vehicle (POV) at the government mileage rate allowed federal employees and in effect at the time incurred in lieu of actual costs. Reimbursement for transportation by this means must not exceed the otherwise allowable contractor costs of travel by common carrier.
- c. The contractor, to the maximum extent practical, must make use of travel discounts that are available to federal employees while traveling in the conduct of government business. Such discounts may include, but not limited to, lodging and rental car rates.
- d. All travel arrangement must be made by the contractor utilizing government rates when the rate is the lowest available. Should the Government rate not be the best price, in such cases as discount and/or super saver airfare, then the lowest price will dictate. Any refunds, rebates, or other benefits provided by the airlines, hotels, etc., as a result of travel arrangements made under this contract must be applied to the contract and must not revert to the contractor or contractor's affiliates. The contractor must cite in any claim for reimbursement of travel costs the source of the rate used.
- e. The contractor, when billing for travel expense reimbursement, must provide with the invoice, data supporting and paid receipts for transportation and lodging, and reference the written travel

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authorization from the GTR or the KO. The contractor must provide receipts for all items billed for \$75.00 or more. The government will reimburse meals and incidental expenses at the flat rates authorized for the geographic area cited in the FTR. The government will not reimburse the contractor for expenses which exceed the rates specified in the FTR.

- f. FAR Section 31.205-46 , **Travel Costs**, will take precedence if there are any inconsistencies between Section B clause **Travel Reimbursement for Special Purpose Inspection Site Visits** and FAR 31.205-46.

TRANSITION IN-TRANSITION OUT

Transition activities as specified in Performance of Work Statement paragraph 1.7, **Transition Period**, and sub-paragraph's 1.7.1. **Transition-In** and 1.7.2 **Transition-out** of the Performance of Work Statement are not separately priced. These activities are included in the functions required by the construction inspector (contractor) as part of routine inspections.

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SECTION C - Description/Specifications

PERFORMANCE WORK STATEMENT FOR CONSTRUCTION INSPECTION SERVICES

The Performance Work Statement for Construction Inspection Services is in Attachment #2 of the document.

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SECTION D - Packaging and Marking**MARKING**

All information submitted to the Contracting Officer, Government Technical Representative, and, Government Technical Monitor must clearly indicate the contract/task order number. All documents submitted or reports produced by the contractor must be suitably marked as contractor products or that contractor participation is appropriately disclosed.

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SECTION E - Inspection and Acceptance

2452.246-70 INSPECTION AND ACCEPTANCE. (FEB 2006)

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SECTION F - Deliveries or Performance

52.242-15 STOP-WORK ORDER. (AUG 1989)

52.242-17 GOVERNMENT DELAY OF WORK. (APR 1984)

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SECTION G - Contract Administration Data

CONTACTOR NOTIFICATION REQUIREMENTS

- a. The contractor must provide a monthly report by the 15th of each month (if the 15th falls on a weekend or holiday, then the following business day) to the contract specialist and the Government Technical Representative (GTR). The monthly report must include actions through the last date of the previous month of the total number of inspections completed, and the total dollars expended and remaining balances for each property listed in the task order.
- b. The contractor must notify the contracting officer and the GTR in writing when the total amount incurred under a task order line item (TLIN) reaches 75% of the total amount awarded under TLIN. For example, if the total awarded amount of TLIN 0001AA is \$200,000, the contractor must notify the contracting officer and the GTR when the total amount the contractor incurred reaches \$150,000.00.

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SECTION H - Special Contract Requirements

CONTRACTOR RESPONSIBILITIES FOR PUBLICATIONS, FORMS, AND HANDBOOKS

- a. The Contractor is
 - Responsible for obtaining and maintaining all applicable forms and publications.
 - Responsible for ensuring that all services are conducted according to current HUD forms and publications.
- b. All of the forms and publications described in this contract are subject to revision. The Government Technical Representative (GTR) will - to the maximum extent possible - notify the Contractor of changes to HUD forms and publications. The Contractor must contact the GTR whenever the Contractor believes a form of publication the Contractor is currently using was superseded.
- c. The contractor will incur the expense for the duplication of any forms/formats necessary to accomplish work under the contract.
- d. The contractor may download publications, forms, and handbooks from the following HUD websites:

[http://portal.hud.gov/hudportal/HUD?src=/program offices/admini
stration/handbks forms](http://portal.hud.gov/hudportal/HUD?src=/program%20offices/administration/handbks%20forms)

or HUDCLIPS (HUD's Client Information Policy Systems)

[http://portal.hud.gov/hudportal/HUD?src=/program offices/admini
stration/hudclips/](http://portal.hud.gov/hudportal/HUD?src=/program%20offices/administration/hudclips/)

PUBLIC COMMUNICATION

The contractor must not represent itself as HUD to outside parties. To maintain public trust, and not to mislead the public, the contractor must, when communicating with outside parties, explain that they are a Department contractor. When performing work for HUD, the contractor's personnel must be easily identifiable to the public as a HUD contractor. Contractor personnel must be identifiable through the use of badges, corporate logos, or other distinguishable credentials.

CORPORATE FILINGS

Upon request of the Government, and at the commencement of the contract term, the Contractor must provide to the Contracting Officer copies of all corporate, partnership or other applicable filings and organizational documents relating to both the Contractor and Subcontractor entities,

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including, but not limited to, the following: **Articles of Incorporation, Certificates of Good Standing, Designation of Registered Agent, Bylaws, and, Incumbency Certificates.**

In addition, subsequent to the commencement of the contract term, the Contractor must provide copies of these documents as they are renewed or otherwise amended, together with any other contractor and subcontractor organizational documents requested by the Contracting Officer.

OPTION TO INCREASE/DECREASE THE GEOGRAPHIC SERVICE AREA

- (a) The contracting officer shall consider geographic realignment under the terms set forth in this clause to be within the scope of the contract, and does not constitute a new work modification. According to FAR 16.504(a)(4)(ii) and Section I contract clause HUDAR clause 2452.216-76, **Minimum and Maximum Quantities and Amounts of Order**, the government established minimum and maximum quantities for orders placed under the subject contract. The government shall order at least the quantity of services designated in the Schedule as the "minimum" according to Section I contract clause FAR 52.216-22-~~Indefinite Quantity~~, paragraph (b). Ordering the stated minimum quantity shall serve as full consideration for the government's liability under this contract, and the government shall be in no obligation to conduct further ordering of services from the named contractor beyond the stated minimum quantity of services. The government shall not increase the maximum quantity under the authority of this clause. Any non-competitive increase to the contract maximum must cite one of the valid exceptions to full and open competition identified in **FAR 6.302-Circumstances Permitting Other Than Full and Open Competition**.
- (b) The government, after meeting the contract minimum established in Section I HUDAR contract clause 2452.216-76, **Minimum and Maximum Quantities and Amounts of Order** and Section I clause FAR 52.216-22-~~Indefinite Quantity~~, paragraph (b), reserves the right to non-competitively increase or reduce the geographic service area of this contract through contract modification. The modification will realign the geographic area of the affected contract, but will not increase the contract ceiling, unless the contracting officer cites one of the statute authorities in **FAR 6.302-Circumstances Permitting Other Than Full and Open Competition**. Realignment of the geographic area will become effective for all new assignments made after the effective date identified in the realignment modification.
- (c) Assignments/Orders placed prior to a realignment modification being issued under this authority will remain with the existing contractor, unless the government invokes a full or partial termination in accordance with FAR paragraph 52.212-4(1), **Termination for the Government's Convenience**.
- (d) The government intends to utilize this clause as a (1) Mechanism

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to incentivize a high level of performance by rewarding the most highly performing contractors with an opportunity to expand their geographic service area; and (2) Provide a disincentive for non-performance of contract requirements by reducing the geographic service area of contractors who fail to meet contract expectations. While performance must be the primary reason for utilization of this clause, other examples which might cause utilization of this clause include insufficient contract funding or available contract ceiling. The government shall not be limited to the specified examples provided, and reserves the right to realign for any reason the contracting officer determines that is in the best interest of the government. Under such circumstances, the government could either invite one of more contractors to assume responsibility for the performance increased geographic scope activities according to the terms and conditions of a then existing contract for construction inspection services in another geographical area, or the government may elect to allow two or more contractors for construction inspection services to submit contract modification proposals for the provisions of such services upon such terms and conditions as are mutually agreeable to the parties, either outcome to be effected through a bilateral modification to the contract.

NO COST TERMINATION OF THE CONTRACT ORDERING PERIOD

- (a) The Contracting Officer may terminate the ordering period of this contract, as stated in the Ordering clause, 52.216-18, paragraph (a), at no cost to the Government, by transmitting a notification to that effect to the Contractor. Such termination will be pursuant to FAR clause 52.212-4, paragraph (1), **Termination for the Government's Convenience**. The Contracting Officer will transmit the notification to the Contractor by email. The Contractor shall acknowledge receipt of the notification by email to the Contracting Officer within five calendar days of receipt. The termination shall be effective upon transmission of the notification and shall be effective regardless of whether the Contractor receives it, or acknowledges receipt, or the Government receives an acknowledgement.
- (b) Upon transmission of such notification, the Government will be under no further obligation to give the Contractor opportunities to be considered for orders, and the Contractor will be under no further obligation to accept orders from the Government.
- (c) Notwithstanding termination of the ordering period, the contract shall otherwise remain in full effect with respect to orders already issued. Termination of the ordering period shall not affect the rights and obligations of the parties with respect to such orders.

INCENTIVES FOR PROCESSING

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The government will assess incentives when the contractor submits a proper monthly invoice to the Government Technical Monitor (GTM) and/or Government Technical Representative (GTR). The GTR and GTM will conduct a performance assessment and review the Performance Requirements Standards (PRS) (**See Attachment #3**) of the contractor according to the Performance Work Statement (PWS) to determine if an incentive is applicable.

a. There are two types of incentives:

- **Positive (Incentive):** The contractor achieves or exceeds the specified performance requirement percentage required during an invoice period.
- **Negative (Disincentive):** The contractor does not meet the specified performance standard required during an invoice period.

b. The government will not assess positive or negative incentives for the first two (2) full monthly billing cycles of the first task order, to allow the contractor time to fully implement contract requirements.

c. **Surveillance Method:** The GTR, GTM, and HUD Construction Manager will monitor submittals by the CI for compliance of the performance requirement standards

1. The government will measure the following performance standards, based on a project-by-project evaluation.

a. **Construction Start Letter (Performance Requirements Standard (PRS) 1.1.1.1:** The construction inspector (CI) must obtain construction start letters from the builder for one hundred percent (100%) of all new projects starting construction that are assigned to the CI. The CI must forward the letters to HUD by the due date.

Positive Incentive: None

Negative Incentive: Any deviation will result in a one-time five percent (5%) reduction in payment based on the fixed price inspection for that project.

b. **Construction Inspector's Inspection Report-PRS 1.1.1.2:** The CI must submit monthly inspection reports (HUD-95379), including photographs and when applicable, employee wage reviews, Supervisory Architect's Field Reports (AIA G711 or other format); construction change documents, AIG G710, Architect's Supplemental Instructions; HUD-92464, Request for Approval of Advance Escrow Funds; or occupancy approval forms; must be acceptable to HUD and submitted to HUD by the due date for every site visit. The performance standard is 95%.

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Positive Incentive: If the CI achieves over ninety-eight percent (98%) during a monthly invoice period, the CI will earn a 2% positive incentive based on the CI's monthly invoice for that month.

Negative Incentive: Any deviation below the performance standard of 95% will result in a three percent (3%) reduction in payment based on the CI's invoice for that month.

- c. **Construction Inspector's site visit/inspection-PRS 1.1.1.3:** The CI's site visit/inspection performed during any monthly period must coincide with the scheduled signing of the builder's monthly requisition/pay draw (HUD-92448, **Contractor's Requisition Project Mortgages**) for 100% of the builder's requisition/pay draws required during the month for which the CI is invoicing. If this does not occur, the CI must document the trip report as to why; delays not within the CI's control will not be counted against the CI.

Positive Incentive: None

Negative Incentive: Any deviation below the 100% performance standard will result in a 5% reduction in payment based on the CI's invoice for that month's builder's draw inspection(s).

- d. **Builder's Requisition-PRS 1.1.1.4:** The Builder's Requisition (HUD-92448), submitted by the CI to HUD must be correct and timely. The performance standard is 95%.

Positive Incentive: If the CI achieves over 98% for the month, the contractor will earn a 2% incentive credit based on the CI's invoice for that month's builder's draw inspection(s).

Negative Incentive: Any deviation below the 95% performance standard will result in a 3% reduction in payment based on the CI's invoice for that builder's draw inspection(s).

- e. **Final Construction Record-PRS 1.1.1.5:** The CI must submit to HUD a proper, complete, and final construction record for 100% of all projects assigned which the CI inspected during the construction period. The CI must submit the construction record within 7 (seven) business days after the twelve month or last warranty inspection.

Positive Incentive: None

Negative Incentive: Any deviation below the 100% performance standard will result in a one time 5% reduction in payment based on the project's fixed price per inspection times the number of inspections completed for that project.

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2. Application of Incentives:

Negative Incentives: The government will apply negative incentives according to the applicable PRS (see 1(a), (b), (c), (d), and (e)).

Positive Incentives: The government will apply positive incentives according to the applicable PRS (see 1(b) and (d)).

- a. Positive incentives are **credit incentives and will not be monetary**. The government will use the credit incentive to offset future negative incentives.
- b. The government will apply the positive incentive credit to the invoice affected under the PRS credit. For example, if the contractor earned a positive incentive under PRS 1.1.1.2, the contractor can only apply the credit to the invoice covered under PRS 1.1.1.2.
- c. The positive credit(s) will expire at the end of the current contract ordering period. The credit(s) **will not** carry over to the next contract ordering period.

3. Incentive Scenarios:

Scenario #1: PRS 1.1.1.1: The CI did not obtain construction start letter from builder by the construction start date. The fixed-price for the inspection project is \$800.00. The negative incentive is 5%; the payment for the inspection will be \$760.00.

Scenario #2: PRS 1.1.1.2: The CI's performance standard was 93% for the month, and CI's invoice for the month was \$100,000.00. The negative incentive is 3% and the revised invoice will be \$970,000.00.

Scenario #3: PRS 1.1.1.3: The CI's performance standard for the month was 96%. The total amount of inspections which required builder's draw inspections was \$3,000.00. The negative incentive is 5%, and the revised invoice amount is \$2,850.00.

Scenario #4: PRS 1.1.1.4: The CI's performance standard for the month was 92%. The total amount of inspections which required builder's draw inspections was \$5,000.00. The negative incentive is 3% and the revised invoice amount is \$4,850.00.

Scenario #5: PRS 1.1.1.5: The performance standard was 90%. The fixed price per inspection was \$800.00 and there were 10 inspections completed for the project. The one time reduction will be \$400.00.

Scenario #7: PRS 1.1.1.2: The CI's performance standard for PRS 1.1.1.2 for the month of September 2015 was 99%. The contractor will earn an

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incentive credit of 2%. The contractor must only apply the 2% incentive credit earned under PRS 1.1.1.2 to the monthly invoice.

Scenario #8: The CI's performance standard for PRS 1.1.1.4 for the month of September 2015 was 99%. The CI will earn an incentive credit of 2%. The contractor must only apply the 2% invoice credit earned under PRS 1.1.1.4 to the contractor's invoice for that month's builder's draw inspection(s).

Scenario #9: The contractor is slated to earn a negative incentive of 5% under PRS 1.1.1.4 in November 2015. The contractor earned an incentive credit of 2% under PRS 1.1.1.4 for the September 1st-30th invoice period. The government will apply the 2% incentive credit to the 5% negative incentive the contractor earned in November. The government will assess a negative incentive of 3% for the month of November.

Scenario #10: The contract ordering period (e.g. Year One) was January 1, 2015 to December 31st, 2015. The contractor earned a total amount of 10% in incentive credits during the contract ordering period. The next contract ordering period starts January 1, 2016. The 10% in earned incentive credits **do not carry** into 2016.

POSTAWARD CONFERENCE

The contractor must attend a post-award conference. The government may conduct the conference at the Southeast Regional Office - Atlanta, GA, or will conduct the conference via teleconference, or web conference. The contracting officer or designee will notify the contractor of the type, date, time, and contact information for the conference.

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SECTION I - Contract Clauses

52.203-3 GRATUITIES. (APR 1984)

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (OCT 2010)

52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS. (APR 2014)

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER. (MAY 2011)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT. (AUG 2013)

52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS. (OCT 2010)

52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS. (OCT 2010) - ALTERNATE III (OCT 1997)

(a) *Exceptions from certified cost or pricing data.* (1) In lieu of submitting certified cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable-

(i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) *Information on modifications of contracts or subcontracts for commercial items.* (A) If-

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted

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based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include-

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for certified cost or pricing data.* If the Contractor is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The Contractor shall submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different

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format and change this clause to use Alternate I.

(2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) Submit the cost portion of the proposal via the following electronic media: CD ROM or DVD-R

52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS. (OCT 2010) - ALTERNATE IV (OCT 2010)

(a) Submission of certified cost or pricing data is not required.

(b) Provide information described below: To be determined at time of request.

52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER 13658. (DEC 2014)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES. (JUN 2008)

52.227-17 RIGHTS IN DATA--SPECIAL WORKS. (DEC 2007)

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS. (DEC 2013)

52.237-3 CONTINUITY OF SERVICES. (JAN 1991)

52.242-13 BANKRUPTCY. (JUL 1995)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS. (APR 2015)

52.203-14 DISPLAY OF HOTLINE POSTER(S). (DEC 2007)

(a) Definition.

"United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c) -

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites-

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b) (3) of this clause; and

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(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s) Obtain from

Poster: **Know About Fraud or Waste in HUD-Funded Programs or Operations?**

Obtain from: **<http://www.hud.gov/office/oig/fraudcontactinfo.pdf>**

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5,000,000, except when the subcontract-

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued **from the Effective Date of Contract through Five years thereafter.**

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services

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covered by this contract in an amount of less than \$3,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor-

(1) Any order for a single item in excess of \$2,000,000.00;

(2) Any order for a combination of items in excess of \$2,000,000.00; or

(3) A series of orders from the same ordering office within 5 calendar days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 calendar days after issuance, with written notice stating the Contractor's intent not to ship the item (or items called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor

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within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after **180 calendar days**.

52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8 (A) CONCERNS. (JUN 2003)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer-

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d) (1) "Agreement." A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) The **[insert name of SBA's contractor]** will notify the **[insert name of contracting agency]** Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these

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address(es): <http://farsite.hill.af.mil/vffara.htm>;
<https://www.acquisition.gov/?q=browsefar>

52.252-4 ALTERATIONS IN CONTRACT. (APR 1984)

Portions of this contract are altered as follows:

**HUDAR 2452.232-70 Payment Schedule and Invoice Submission (FIXED PRICE)
(DEC 2012)**

- (a) *Payment Schedule.* Payment of the contract price (see Section B of the contract) will be made upon completion and acceptance of all work unless a partial payment schedule is included below

TO BE CITED IN INDIVIDUAL TASK ORDERS ISSUED HEREUNDER

Partial payment	No.	Applicable contract deliverable	Delivery date	Payment amount
1.	[]	\$		
2.	[]	\$		
3.	[]	\$		

Not Applicable

- (b) Submission of Invoices.

(1) The contractor shall submit an invoice to the GTR and a copy to the CO on appropriate contractor identifying letterhead once a month for all inspections conducted the prior month. The contractor shall submit the invoice by the 15th of each month (if the 15th of the month falls on a weekend or holiday, then the following business day.) The contractor shall invoice for inspections where at least one HUD Representative's Trip Report (HUD-95379) has been completed and submitted to HUD during the month. The contractor shall summarize and specify amounts related to the incentive and disincentive payment provisions. A copy of each HUD-95379 for which an inspection fee is being billed should be included with the monthly invoice. A copy of each deliverable's cover letter returned and signed by HUD via fax or email showing acceptable or unacceptable performance should be attached to the monthly invoice of the CO's copy only. A Standard Form (SF) 1034, Public Voucher for Purchases and Services other than Personal, and a form HUD-94210-F1, Invoice Approval for Contract/Purchase Order Field Offices (for MFTDP funds only), shall be completed and submitted for each funding category applicable to that month's invoice. The GTR shall provide the contractor with detailed instructions for completing and submitting the SF 1034 and HUD-94210-F1 after contract award.

The payment offices are:

MFTDP Program Funds

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CMIS

PO Box 44815

ATTN: CMIS

Washington DC, 20026-4815

HCCAV and HCIAC Program Funds

FTW Accounting

Ft. Worth Accounting Center

6AF, 801 Cherry Street

Unit #45

Ft. Worth, TX 76102

CfoCommercialPayments@hud.gov

To constitute a proper invoice, the invoice must include all items required by FAR clauses 52.212-4(g), **Invoice**, and 52.212-4(i), **Payment**. In addition to FAR 52.212-4(g), the contractor must include the following in the invoice:

- (i) Attach an alphabetical list of each project inspection invoiced;
- (ii) Applicable accounting and appropriation data;
- (iii) Date(s) of inspection;
- (iv) Project inspection price;
- (v) Attach incentive and disincentive summary;
- (vi) Total amount due;
- (vii) Contractor's signature; and
- (viii) Standard Form 1034 and HUD-94210-F1.

Where there are erasures or alterations to an invoice, evidence is required that the alteration was made with the knowledge of the payee. The payee must initial each alteration. Where the payee is a partnership or corporation, the signature (not initials) of the person altering or correcting the invoice and the person's official capacity with the partnership or corporation must be shown.

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The initials or signature of the payee must be written in permanent ink.

(2) To assist the government in making timely payments, the contractor is also requested to include on each invoice the appropriation number shown on the contract award document (e.g., block 14 of the Standard Form (SF) 26, block 21 of the SF-33, or block 25 of the SF-1449). The contractor is also requested to clearly indicate on the mailing envelope that an invoice is enclosed.

(c) Contractor Remittance Information. The contractor shall provide the payment office with all information required by other payment clauses or other supplemental information (e.g., contracts for commercial services) contained in this contract.

(d) Final Invoice Payment. The final invoice shall not be paid prior to certification by the Contracting Officer that all work has been completed and accepted.

HUDAR 2452.209-72, Organizational Conflicts of Interest (APR 1984)

(a) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a Government contract and a Contractor's organizational, financial, contractual or other interests are such that:

(1) Award of the contract may result in an unfair competitive advantage; or

(2) The Contractor's objectivity in performing the contract work is or might be otherwise may be impaired.

- **The contractor, or any of its employees, must not have any financial interests, direct or indirect, in any property (other than this contract) associated with any HUD multifamily (MF) property that has been assigned to this contract.**
- **The contractor, or any of its employees, must be assigned and cannot perform inspections on projects in which they currently serve or served as the design and/or Supervisory Architect**
- **The contractor cannot perform any inspections or perform any services required under this contract for any projects if the construction work on an assignment project has been designed/performed by the contractor (organizationally) or by one of its employees or subcontractors (individually). The contractor must not perform MF construction inspections and immediately return the assignment to the GTR with an explanation.**
- **The contractor must not enter into a situation or subcontract with any entity where there exists an identity-of-interest, unless the contractor notified the contracting officer of such proposed situation or subcontract, and the conditions causing an identity-of-interest has received prior written approval from the contracting officer.**

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Identity-of-interest means any relationship (generally based on family ties and/or financial interests) that exists which could give rise to a presumption that the parties to the transaction may not operate at arms length in establishing the cost or the acceptability of the service to be provided. For example, the contractor is prohibited from inspecting a project that was developed or designed by a family member

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The Government may, however, terminate the contract for the convenience of the Government if it would be in the best interest of the Government.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the Government may terminate the contract for default.

(d) The provisions of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

HUDAR 2452.216-78 -ORDERING PROCEDURES (FEB 2006) - ALTERNATE II (FEB 2006)

(a) Orders issued under this contract may be placed in writing or via electronic mail, facsimile machine.

(b) This contract provides for the issuance of task orders on a negotiated basis as follows:

(1) The Contracting Officer will provide the contractor(s) with a statement of work or task description. The contractor(s) shall provide pricing and other information requested by the Contracting Officer (e.g., proposed staffing, plan for completing the task, etc.) within the time period specified by the Contracting Officer. Failure by any contractor to provide all the requested information on time may result in the contractor not being considered or selected for issuance of the order.

The contracting officer will use the procedures according to FAR 16.505(b), "Orders under multiple award schedules." According to FAR 16.505(b) (1) (i), "Fair Opportunity" the contracting officer must provide each awardee a fair opportunity to be considered for each order issued under this multiple task order contract, unless the contracting officer has a statutory exception as cited in FAR 16.505(b) (2), "Exceptions to the fair opportunity process." If the contracting officer is providing fair opportunity, the contracting officer will provide each awardee a solicitation or request for information that will

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generally include:

- An explanation of tasks required by the government;
- A list of reporting requirements and any other deliverables;
- Evaluation factors limited to those critical to ensuring award to the firm that offers the best value to the government;

Instructions to awardees. The instructions may include information, including the type of pricing arrangement, the period of performance, and any special terms and conditions applicable to the task order.

(2) The Contracting Officer may require the contractor(s) to present and/or discuss (see (3) below) the proposed task order terms orally. The Contracting Officer will provide the contractor(s) with guidance on the format, location, and duration of any presentations.

(3) The Contracting Officer may discuss the proposed task order terms with the contractor(s) to ensure mutual understanding of the contractor(s)'s technical approach and/or costs or price and/or to reach mutually acceptable final terms for the task order. If more than one contractor is being considered for the task order, any discussions will be held individually with each contractor.

(4) The task order shall be executed by the contractor and the Contracting Officer.

2452.203-70 PROHIBITION AGAINST THE USE OF GOVERNMENT EMPLOYEES. (FEB 2006)

2452.204-70 PRESERVATION OF, AND ACCESS TO, CONTRACT RECORDS (TANGIBLE AND ELECTRONICALLY STORED INFORMATION (ESI) FORMATS). (DEC 2012)

(a) For the purposes of this clause-

Contract records means information created or maintained by the contractor in the performance of the contract. Contract records include documents required to be retained in accordance with FAR 4.703 and other information generated or maintained by the contractor that is pertinent to the contract and its performance including, but not limited to: email and attachments, formal and informal correspondence, calendars, notes, reports, memoranda, spreadsheets, tables, telephone logs, forms, survey, books, papers, photographs, drawings, machine-readable materials, and data. Contract records may be maintained as electronically stored information or as tangible materials. Contract records may exist in either final or any interim version (e.g., drafts that have been circulated for official purposes and contain unique information, such as notes, edits, comments, or highlighting). Contract records may be located or stored on the contractor's premises or at off-site locations.

Electronically stored information (ESI) means any contract records that are stored on, or generated by, an electronic device, or contained in

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electronically accessible media, either owned by the contractor, subcontractor(s), or employees of the contractor or subcontractor(s) regardless of the physical location of the device or media (e.g., offsite servers or data storage). ESI devices and media include, but are not be limited to:

- (1) Computers (mainframe, desktop, and laptop);
- (2) Network servers, including shared and personal drives;
- (3) Individual email accounts of the contractor's principals, officers, and employees, including all folders contained in each email account such as "inbox," "outbox," "drafts," "sent," "trash," "archive," and any other folders;
- (4) Personal data assistants (PDAs);
- (5) External data storage devices including portable devices (e.g., flash drive); and
- (6) Data storage media (magnetic, e.g., tape; optical, e.g., compact disc, microfilm, etc.). Tangible materials means contract records that exist in a physical (i.e., non-electronic) state.

(b) If during the period of performance of this contract, HUD becomes, or anticipates becoming, a party to any litigation concerning matters related to records maintained or generated by the Contractor in the performance of this contract, the Contracting Officer may provide the contractor with a written (either hardcopy or email) preservation hold notice and certification of compliance with the preservation hold notice. Upon receipt of the hold notice, the Contractor shall immediately take the following actions-

- (1) Discontinue any alteration, overwriting, deletion, or destruction of all tangible materials and ESI.
- (2) Preserve tangible materials and ESI. The contractor shall preserve ESI in its "native" form to preserve metadata (i.e., creation and modification history of a document).
- (3) Identify all individuals who possess or may possess tangible materials and ESI related to this matter, including contractor employees, subcontractors, and subcontractor employees. The contractor shall provide the names of all such individuals via email to the HUD official indicated in the notice.
- (4) Document in writing the contractor's efforts to preserve tangible materials and ESI. It may be useful to maintain a log documenting preservation efforts.

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(5) Complete the certification of compliance with the preservation hold notice upon receipt and return it to the identified contact person; and

(6) Upon the request of the Contracting Officer, provide the Contracting Officer or other HUD official designated by the Contracting Officer with any of the information described in this clause. The contractor shall immediately confirm receipt of such request. The contractor shall describe in detail any records that the contractor knows or believes to be unavailable and provide a detailed explanation of why they are unavailable, and if known, their location.

(c) (1) If any request for records pursuant to paragraph (b) (6) of this clause causes an increase in the estimated cost or price or the time required for performance of any part of the work under this contract, or otherwise affects any other terms and conditions of this contract, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(2) The Contractor must assert its right to an adjustment under this clause within [__] (Contracting Officer insert period; 30 days if no other period inserted) from the date of receipt of the Contracting Officer's request made pursuant to paragraph (b) (6) of this clause. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a request submitted before final payment of the contract.

(3) Failure to agree to any adjustment shall be a dispute under the "Disputes" clause of this contract. However, nothing in this clause shall excuse the contractor from providing the records requested by the Contracting Officer.

(e) The Contractor shall include this clause in all subcontracts.

2452.222-70 ACCESSIBILITY OF MEETINGS, CONFERENCES, AND SEMINARS TO PERSONS WITH DISABILITIES. (FEB 2006)

2452.239-71 INFORMATION TECHNOLOGY VIRUS SECURITY. (FEB 2006)

(a) The contractor hereby agrees to make every reasonable effort to deliver information technology products to HUD free of known computer viruses. The contractor shall be responsible for examining all such products prior to their delivery to HUD using software tools and processes capable of detecting all known viruses.

(b) The contractor shall include the following statement on deliveries of hardware, software, and data products, including diskettes, made under this contract:

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[product description, part/catalog number, other identifier, and serial number, if any]

"This product has been scanned for known viruses using *[name of virus-screening product, including version number, if any]* and is certified to be free of known viruses at the time of delivery."

(c) The Contracting Officer may assess monetary damages against the contractor sufficient to compensate HUD for actual or estimated costs resulting from computer virus damage or malicious destruction of computer information arising from the contractor's failure to take adequate precautions to preclude delivery of virus-containing products in the delivery of hardware, software, or data on diskettes under this contract.

(d) This clause shall not limit the rights of the government under any other clause of this contract.

2452.216-76 MINIMUM AND MAXIMUM QUANTITIES OR AMOUNTS FOR ORDER. (DEC 2012)

(a) The minimum quantity or amount to be ordered under this contract shall not be less than \$15,000.00.

(b) The maximum quantity or amount to be ordered under this contract shall not exceed \$8,250,000.00.

2452.219-71 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS - ALTERNATE III TO FAR 52.219-18. (DEC 2012)

The following paragraph (c) replaces paragraph (c) of the clause at FAR 52.219-18, Notification of Competition Limited to Eligible 8(a) Concerns:

(c) Any award resulting from this solicitation will be made directly by the HUD Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

2452.219-72 SECTION 8(A) DIRECT AWARDS (DEVIATION). (DEC 2012)

(a) This contract is issued as a direct award between the Department of Housing and Urban Development (HUD) and the 8(a) Contractor pursuant to a Partnership Agreement (Agreement) between the Small Business Administration (SBA) and HUD. The SBA retains responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is: To be determined at time

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of award.

(b) SBA is the prime contractor and To be determined at time of award (insert name of 8(a) contractor) is the subcontractor under this contract. Under the terms of the Agreement, HUD is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, the HUD Contracting Officer shall give advance notice to the SBA before issuing a final notice terminating performance, either in whole or in part, under the contract. The HUD Contracting Officer shall also coordinate with SBA prior to processing any novation agreement. HUD may assign contract administration functions to a contract administration office.

(c) to be determined at time of award (insert name of 8(a) contractor) agrees:

(1) To notify the HUD Contracting Officer, simultaneously with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based, plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a) (21), transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership or control.

(2) To adhere to the requirements of FAR 52.219-14, "Limitations on Subcontracting."

2452.237-70 KEY PERSONNEL. (FEB 2006)

(a) Definition. "Personnel" means employees of the contractor, or any subcontractor(s), affiliates, joint venture partners, or team members, and consultants engaged by any of those entities.

(b) The personnel specified below are considered to be essential to the work being performed under this contract. Prior to diverting any of the specified individuals to other projects, the contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the contractor without the written consent of the Contracting Officer. Key personnel shall perform as follows: To be completed at time of award

2452.237-73 CONDUCT OF WORK AND TECHNICAL GUIDANCE. (DEC 2012)

(a) The Contracting Officer will provide the contractor with the name and contact information of the Government Technical Representative (GTR) assigned to this contract. The GTR will serve as the contractor's liaison with the Contracting Officer with regard to the conduct of work. The

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Contracting Officer will notify the contractor in writing of any change to the current GTR's status or the designation of a successor GTR.

(b) The GTR will provide guidance to the contractor on the technical performance of the contract. Such guidance shall not be of a nature which:

(1) Causes the contractor to perform work outside the statement of work or specifications of the contract;

(2) Constitutes a change as defined in FAR 52.243-1;

(3) Causes an increase or decrease in the cost of the contract;

(4) Alters the period of performance or delivery dates; or

(5) Changes any of the other express terms or conditions of the contract.

(c) The GTR will issue technical guidance in writing or, if issued orally, he/she will confirm such direction in writing within five calendar days after oral issuance. The GTR may issue such guidance via telephone, facsimile (fax), or electronic mail.

(d) Certain of the GTR's duties and responsibilities may be delegated to one or more Government Technical Monitors (GTMs) (see HUDAR subpart 2402.1). The Contracting Officer will notify the contractor in writing of the appointment of any GTMs.

(e) Other specific limitations The GTR is limited to providing guidance to the contractor for performance of inspection services defined within the contract. The GTR must not provide guidance or direction related to the interpretation of any of the following:

- Project's plans and specifications
- The construction contract
- Construction contract administration
- The Builder's or Supervisory Architect's performance
- Any building codes, methods, procedures, materials, etc.

Such guidance related to the actual construction and supervision of the project being inspected by this contract must be addressed only by the HUD Construction Manager, or Government Technical Manager (GTM).

(f) The contractor shall promptly notify the Contracting Officer whenever the contractor believes that guidance provided by any government personnel, whether or not specifically provided pursuant to this clause, is of a nature described in paragraph (b) above.

2452.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) . (APR 2013) (DEVIATION)

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SECTION J - List of Documents, Exhibits and Other Attachments**LIST OF ATTACHMENTS**

ATTACHMENT NO.	TITLE	PAGES
1	Total Evaluated Price Matrix	13
2	Performance Work Statement for Construction Inspection Services	41
3	Performance Requirements Standards (PRS) Summary Chart	1
4	Contract Deliverable Requirements (CDR) Deliverable Material	5
5	Sample Cover Letter	3
6	HUD Representative's Trip Report (Multifamily) Form HUD-95379	4
7	HUD Representative's Trip Report (Sample Report)	4
8	Quality Assurance Surveillance Plan - Construction Inspection Services	5
9	Sample Incentives/Disincentives Summary	3
10	Sample Contractor-Provided Letter Requesting Past Performance	1
11	Past Performance Information Chart	1
12	Sample Client Authorization Letter	1
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**SECTION K - Representations, Certifications, and Other Statements
of Bidders**

**52.222-56 - Certification Regarding Trafficking in Persons Compliance
Plan (MAR 2015)**

**52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS.
(SEP 2010)**

52.223-1 BIOBASED PRODUCT CERTIFICATION. (MAY 2012)

52.223-4 RECOVERED MATERIAL CERTIFICATION. (MAY 2008)

**52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN
ACTIVITIES OR TRANSACTIONS RELATING TO IRAN-REPRESENTATION AND
CERTIFICATIONS. (DEC 2012)**

**52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE
CERTAIN FEDERAL TRANASCTIONS (SEP 2007) (JUL 2013)**

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS. (JUL 2013)

(b) The offeror [_] has [_] does not have current active Federal contracts
and grants with total value greater than \$10,000,000.

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION. (APR 1985)

(a) The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without,
for the purpose of restricting competition, any consultation,
communication, or agreement with any other offeror or competitor
relating to-

(i) Those prices;

(ii) The intention to submit an offer, or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly
disclosed by the offeror, directly or indirectly, to any other offeror
or competitor before bid opening (in the case of a sealed bid
solicitation) or contract award (in the case of a negotiated
solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce
any other concern to submit or not to submit an offer for the purpose

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of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a) (1) through (a) (3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a) (1) through (a) (3) above [*insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization*];

(ii) As an authorized agent, does certify that the principals named in subdivision (b) (2) (i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a) (1) through (a) (3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a) (2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2014)

(a) *Definitions.* As used in this provision--

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

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(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (b) of this provision.

"Small disadvantaged business concern, consistent with 13 CFR 124.1002," means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

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"Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127)," means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 541310.

(2) The small business size standard is \$7.5M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(c) *Representations.*

(1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (c) (1) of this provision.]* The offeror represents that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (c) (1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. *[Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c) (3) of this provision.]* The offeror represents as part of its offer that—

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c) (4) (i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. *[The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.]* Each WOSB concern eligible under the WOSB Program

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participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. *[Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.]* The offeror represents as part of its offer that--

(i) It [_] is, [_] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [_] is, [_] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. *[The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.]* Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it [_] is, [_] is not a veteran-owned small business concern.

(7) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.]* The offeror represents as part of its offer that is [_] is, [_] is not a service-disabled veteran-owned small business concern.

(8) *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, as part of its offer, that -

(i) It [_] is, [_] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It [_] is, [_] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. *[The offeror shall enter the names of each of*

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the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS. (MAR 2015)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site accessed through <http://www.acquisition.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (p) of this provision.

(a) *Definitions.* As used in this provision-

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small

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business eligible under the WOSB Program.

Forced or indentured child labor means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except-

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

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Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate-

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

Sensitive technology-

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically-

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern-

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(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Subsidiary means an entity in which more than 50 percent of the entity is owned-

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

Veteran-owned small business concern means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one

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or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

Women-owned small business concern means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b) (1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b) (2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____.

(Offeror to identify the applicable paragraphs at (c) through (p) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.)

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(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ___ is, ___ is not a small business concern.

(2) *Veteran-owned small business concern.* (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it ___ is, ___ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it ___ is, ___ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ___ is, ___ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ___ is, ___ is not a women-owned small business concern.

(6) *WOSB concern eligible under the WOSB Program.* (Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.) The offeror represents that-

(i) It [] is, [] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. (*The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.*) Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) *Economically disadvantaged women-owned small business (EDWOSB) concern.* (Complete only if the offeror represented itself as a WOSB

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concern eligible under the WOSB Program in (c) (6) of this provision.) The offeror represents that-

(i) It [] is, [] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c) (7) (i) of this provision is accurate for each EDWOSB concern participating in the joint venture. (*The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.*) Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note to paragraphs (c) (8) and (9): Complete paragraphs (c) (8) and (9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c) (1) of this provision.) The offeror represents that it ____ is, a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____.

(10) *HUBZone small business concern.* (Complete only if the offeror represented itself as a small business concern in paragraph (c) (1) of this provision.) The offeror represents, as part of its offer, that-

(i) It ____ is, ____ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It ____ is, ____ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c) (10) (i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.*] Each HUBZone small business concern participating in the HUBZone joint

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venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246-

(1) *Previous contracts and compliance.* The offeror represents that-

(i) It ___ has, ___ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ___ has, ___ has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that-

(i) It ___ has developed and has on file, ___ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ___ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American-Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end

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products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line Item No. _____

Country of Origin: _____

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g) (1) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, *Buy American-Free Trade Agreements-Israeli Trade Act*, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g) (1) (ii) or (g) (1) (iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No. Country of Origin

(List as necessary)

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(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g) (1) (ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products

Line Item No. _____
Country of Origin: _____
(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g) (1) (ii) for paragraph (g) (1) (ii) of the basic provision:

(g) (1) (ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No. _____

\$(List as necessary)

(3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g) (1) (ii) for paragraph (g) (1) (ii) of the basic provision:

(g) (1) (ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No. _____

Country of Origin _____

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\$(List as necessary)

(g) (4) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III*. If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g) (1) (ii) for paragraph (g) (1) (ii) of the basic provision: (g) (1) (ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act": Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No. Country of Origin

(List as necessary)

(5) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g) (5) (ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements".

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line item No.: _____

Country of origin: _____

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

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(h) *Certification Regarding Responsibility Matters* (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals-

(1) ___ Are, ___ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ___ Have, ___ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property,

(3) ___ Are, ___ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h) (2) of this clause; and

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products* (Executive Order 13126). (The Contracting Officer must list in paragraph (i) (1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).)

(1) Listed end products.

Listed End Product: _____

Listed Countries of Origin: _____

(2) *Certification.* (If the Contracting Officer has identified end products and countries of origin in paragraph (i) (1) of this provision, then the offeror must certify to either (i) (2) (i) or (i) (2) (ii) by checking the appropriate block.)

___ (i) The offeror will not supply any end product listed in paragraph (i) (1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

___ (ii) The offeror may supply an end product listed in paragraph (i) (1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies

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that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(4) ____ Have, ____ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.* (A) The taxpayer has received a statutory notice of deficiency, under I.R.C. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

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(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).* (The Contracting Officer must list in paragraph (i) (1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).)

(1) *Listed end products.*

Listed End Product

[]

[]

Listed Countries of Origin

[]

[]

(2) *Certification.* (If the Contracting Officer has identified end products and countries of origin in paragraph (i) (1) of this provision, then the offeror must certify to either (i) (2) (i) or (i) (2) (ii) by checking the appropriate block.)

___ (i) The offeror will not supply any end product listed in paragraph (i) (1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

___ (ii) The offeror may supply an end product listed in paragraph (i) (1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

(1) ___ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

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(2) ____ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) (The contracting officer is to check a box to indicate if paragraph (k) (1) or (k) (2) applies.)

(1) [] Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c) (1). The offeror ____ does ____ does not certify that-

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c) (2) (ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) [] Certain services as described in FAR 22.1003-4(d) (1). The offeror ____ does ____ does not certify that-

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d) (2) (iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial

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customers.

(3) If paragraph (k) (1) or (k) (2) of this clause applies-

(i) If the offeror does not certify to the conditions in paragraph (k) (1) or (k) (2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k) (1) or (k) (2) of this clause or to contact the Contracting Officer as required in paragraph (k) (3) (i) of this clause.

(1) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (1) (3) through (1) (5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c) (3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

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- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

(5) *Common parent.*

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name _____.

TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.* (1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation.* By submission of its offer, the offeror represents that-

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.* (1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

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(2) *Representation and certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o) (3) of this provision, by submission of its offer, the offeror-

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o) (2) of this provision do not apply if-

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.

(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p) (1) of this provision, enter the following information:

Immediate owner CAGE code:

Immediate owner legal name: (Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

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(3) If the Offeror indicates "yes" in paragraph (p) (2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:[]

Highest-level owner legal name:[*(Do not use a "doing business as" name)*]

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SECTION L - Instructions, Conditions, and Notices to Bidders

52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING. (JUL 2015)

52.204-6 DATA UNIVERSAL SYSTEM NUMBERING (JUL 2013)

52.207-7 SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

ADDENDUM TO 52.212-2 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS. (APR 2014)

Paragraph (c), "Period for acceptance of offers" is tailored as follows:
"The offeror agrees to hold the prices in its offer firm for **120** calendar days from the date specified for receipt of offers."

Paragraph (e), "Multiple offers" is deleted from the solicitation.

ADDENDA TO 52.212-1 Proposal Preparation Instructions

- A. To assure timely and equitable evaluation of the proposal, the offeror must follow the instructions contained herein. Offerors are required to meet all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements, in addition to those identified as evaluation factors or subfactors. Failure to meet a requirement may result in an offer being ineligible for award. The response must consist of four (4) separate parts; Part **I** - Narrative Summary, Part **II**-Price Proposal, Part **III** -Technical Proposal, and Part **IV** - Past Performance.
- B. The contracting officer has determined there is a high probability of adequate price competition in this acquisition. Upon examination of the initial offers, the contracting officer will review this determination and if, in the contracting officer's opinion, adequate price competition exists no additional cost information will be requested and certification under FAR 15.406-2 will not be required. If any time during the competition the contracting officer determines that adequate price competition no longer exists, offerors may be required to submit information other than cost or pricing data to support a determination of price reasonableness.
- C. The government will award a contract resulting from the solicitation to the offeror who will provide best value to the government. The government shall use the following Factors to evaluate offers:

Evaluation Criteria

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This is a competitive best value source selection using Tradeoff source selection procedures. The government intends to award up to two (2) Indefinite Delivery/Indefinite Quantity contracts as a result of this solicitation. The government will make a decision on the acceptability of each offeror (acceptable/unacceptable) of each offeror. The government will award a contract(s) resulting from this solicitation to the offeror(s) who provide the best overall value to the US Department of Housing and Urban Development as determined by an integrated assessment. Among those offerors who are determined to be technically acceptable, tradeoffs will be made between past performance and cost/price. Performance Price Tradeoff (PPT) in which competing offerors' past and present performance history will be evaluated on a basis significantly more important than cost or price considerations.

D. Submittal of Proposal and Inquiries

Offerors must submit (1) Three paper copies (original plus two copies) and (2) TWO electronic copies (CD ROM). **Offerors must submit Volume I - Narrative Summary, Volume II-Price, Volume III -Technical, and Volume IV-Past Performance as a separate attachment.**

The government will not accept a facsimile proposal.

HUD must receive all technical questions no later than **ten calendar days** after the release date of the solicitation. HUD will answer questions which may affect offerors by email and post the answers electronically (e.g. Federal Business Opportunities (FBO)). When you e-mail your questions, the subject line of the email should read "FOUO\\INFO: **Solicitation DU205NC-15-R-xxxx - (Insert Company Name)**."

Potential offerors are encouraged to subscribe to email notifications when information has been posted for this solicitation.

Proposals must be mailed to the following address:

US Department of Housing and Urban Development
Office of the Chief Procurement Officer/Chicago Contracting
Operations Branch
ATTN: Gene Hamilton Jackson/Contracting Officer
77 W. Jackson Blvd, Room 2517
Chicago, IL 60604

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Email: gene.h.jackson@hud.gov

PH (312) 913-8502

E. Documents submitted in response to this solicitation must be fully responsive to and consistent with the following:

1. Requirements of the solicitation (CLINs & PWS) and government standards and regulations pertaining to the PWS.
2. Evaluation Factors for Award in Section M, FAR 52.212-2 Evaluation-Commercial Items of this solicitation.

F. Incorporation of Proposal

The government contemplates incorporating the price and technical proposal into any resulting contract. The government, at contract award, may incorporate all or any portions of an offeror's proposal.

G. Include Sufficient Detail

The proposal must be clear, concise, and must include sufficient detail for effective evaluation and for sustaining the validity of stated claims. The proposal should not simply rephrase or restate the government's requirements, but must provide convincing rationale to address how the offeror intends to meet these requirements. Offerors must assume that the government has no prior knowledge or experience. The government will base its evaluation on the information presented in the offeror's proposal. The government reminds the offeror that the government reserves the right to award this effort based in the initial proposal as received, without discussions.

H. Proposal Format

1. An offeror's proposal must consist of four separate volumes:

Volume	Title	Page Limitation
I	Narrative Summary	5
II	Price	N/A
III	Technical	50
IV	Past Performance	N/A

2. Documents submitted in response to the solicitation must be fully responsive to and consistent with the following:

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- a. Requirements of the solicitation (CLINs and PWS) and government standards and regulations pertaining to the PWS.
 - b. Evaluation factors for award according to solicitation provision FAR 52.212-2 - "Evaluation-Commercial Items" and "Addendum to FAR 52.212-2-Evaluation-Commercial Items."
 - c. The proposal must not exceed the limits stated above. If the page limitations are exceeded, the pages in excess of the limit will not be read or considered in the evaluation of the proposal. The government will not accept any changes to the contractor's proposal after the due date for proposals (See FAR 52.212-1(f) for further information regarding late proposals). If discussions become necessary, page limitations may be placed on responses to discussions. The specific page limits for discussion responses will be identified in the letters forwarding the responses to the offerors.
3. Paper, Page Size and Format: A page must consist of a single sheet of 8.5 x 11" paper. For page limitation purposes, a page is defined as one single sided, double-spaced sheet of paper containing information. In accordance with FAR 52.204-4, "Printed or Copied Double-Sided on Postconsumer Fiber Content Paper" offerors will print double-sided, meaning if both sides of a sheet display printed material, shall be counted as two pages. Typing shall be Times New Roman Font, size 12.
4. Electronic Offers: **NOTE: Do not submit on flash drive, CD-RW, or DVD-RW** media. The offeror must submit electronic versions of all volumes on a single compact Disc (CD) or digital versatile disc (DVD). The content and page size of electronic copies must be identical to the hard copies. If there is a difference, the hard copies will be used for evaluation purposes. Indicate on the CD/DVD, the offeror name and volume numbers and titles. Each volume must be in separate directories/folders on the CD-ROM/DVD-R. Use separate files to permit rapid location of all portions, including exhibits, annexes, addenda, and attachments, if any. If files are compressed, the necessary decompression application must be included and compatible with the government's Windows operating system. Multiple disks, if required, will each be labeled with the contents. The file-naming convention for the proposed volumes is as follows. It is permissible to expand on these names if a list of the content of each is provided.

Files	File Name
Volume I - Executive Summary	Executive Summary

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Volume II - Price	Price
Volume III - Technical	Technical
Volume IV - Past Performance	Past Performance

Two electronic copies of the proposal must be submitted in a format readable by Microsoft (MS) Word 2010, MS Excel 2010, MS-Project 2010, and MS-Power Point 2010, as applicable. One copy must be unlocked in order to export the winning offeror's information into the government's contract writing systems. In addition to other instructions for submitting electronic versions of their proposal, offerors must follow these instructions:

- (a) Media. Electronic storage media must be submitted in one of the following formats: prerecorded (pressed) CD-ROM, CD-R, or DVD (no CD-R-RWs)
 - (b) MS-Word Format. Documents submitted using Microsoft Office must be saved in the Microsoft Office 2010 (DOCX) default format.
 - (c) PDF Format: Submit PDF documents using only Adobe Acrobat XI. Do NOT submit any documents in PDF format copied as "images." All PDF files must be created in such a way to enable the textural search and copy functions in Adobe Acrobat.
5. Each volume must include a cover page with the following information:
 - i. Volume number and name of volume.
 - ii. Solicitation title.
 - iii. Offeror's name, address, and contact information.
 - iv. Date of proposal and validity date.
 - v. DUNS number
 - vi. Tax Identification Number (TIN)
 - a. Each volume must contain a detailed table of contents to delineate the subparagraphs within that volume. Tab indexing must be used to identify sections.
 - b. All volumes must contain page numbers. Offerors must use a standard page numbering system.
 - c. Each volume must contain a glossary of all abbreviations and acronyms used, with a definition for each.
6. As part of the proposal submission, offerors must submit a Proposal Matrix using the table below or similar format, which maps what page of the proposal addresses each Performance Work Statement /tasks requirement identified under "Technical Approach", and

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which page of the proposal fully addresses each Evaluation Factor. The offeror must use the appropriate column to fill in the requirement as stipulated in the solicitation to which the page/section number applies.

Proposal Page(s)/Section Number(s)	Solicitation Requirement	Performance Work Statement	Instructions to Offerors	Evaluation Factors	Comments

I. Specific Instructions

- 1. PART I-NARRATIVE SUMMARY** - Submit original and two (2) paper copies and two certified virus free electronic copies in .pdf, Microsoft Word 2010. Excel files must be Excel 2010 format.

In the Executive Summary Volume, the offeror must provide the following information.

A concise narrative summary of the entire proposal, including significant risks, and highlight any key or unique features, excluding price. The salient features should agree with Section M evaluation factors/subfactors. Any summary material presented here must not be considered as meeting the requirements for any portions of other volumes of the proposal. In accordance with FAR § 52.219-14 - Limitations on Subcontracting, for a service contract, at least 50% of the contract cost incurred for personnel shall be expended for employees of the prime 8(a) concern. The prime contractor must state in their proposal submission that they will adhere to FAR § 52.219-14 and explain the percentage breakout of work accomplished by the prime and all applicable subcontractors, teaming arrangements, etc. Offerors must identify if they are submitting a proposal as a joint venture, and must identify the joint venture partners. Offerors must include a copy of the joint venture partnership agreement as an attachment to Volume I. This agreement will not be included in the five page limit.

- 2. PART II- PRICE PROPOSAL** - Submit original and two (2) paper copies and two certified virus free electronic copies in .pdf, Microsoft Word 2010. Excel files must be Excel 2010 format.

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- a. Complete blocks 12, 17a, 17b, and 30a, b and c of the SF-1449. In doing so, the offeror accedes to the contract terms and conditions as written in the solicitation with attachments.
- b. Insert proposed unit and extended prices according to Section B clause, **Schedule of Prices/Costs**. Offerors must submit the prices for Section B **clause Schedule of Prices/Costs** in the **Total Evaluated Price Matrix (see Attachment #1)**. Ensure that the total extended pricing for each CLIN is calculated correctly.
- c. Complete all the necessary fill-ins in the SF-1449-Continuation Sheet. FAR provision 52.212-3—"Offeror Representations and Certifications -- Commercial Items", must be completed and returned along with your proposal. Registration in the online representations and certifications program at <https://www.sam.gov> meets this requirement.
- d. All dollar amounts proposed must be rounded to the nearest dollar by each offeror. If any rounding is overlooked, the government will round all dollars to the nearest dollar.

3. PART III - TECHNICAL PROPOSAL - Submit original and two (2) paper copies and two certified virus free electronic copies in .pdf, Microsoft Word 2010. Excel files must be Excel 2010 format.

The technical proposal must be specific and complete. Legibility, clarity and coherence are very important. The proposal should not simply rephrase or restate the government's requirements, but rather must provide convincing rationale to address how the offeror intends to meet these requirements. Offerors must assume the government has no prior knowledge of their capabilities, work processes, facilities, and experience. The government will base its evaluation on the information presented in the offeror's proposal. Elaborate brochures or documentation binding, detailed artwork, or other embellishments are unnecessary and are not desired.

a. Technical Approach (Must not exceed 20 pages)

- The offeror must submit a technical approach that demonstrates logical and feasible methods for meeting the requirements described in the PWS Tasks 4.4.1, 5.2 through 6.2 and meeting the performance objectives outlined within the solicitation.

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- The offeror must address in their technical approach how they will staff and perform construction inspection (CI) services in the Regional Center.
- The offeror must submit a project schedule that demonstrates a clear understanding of the required CI services and HUD requirements with realistic timeframes for performing PWS tasks.

b. Management Plan (Must not exceed 30 pages)

- The offeror must submit a Management Plan that is clear, concise, and demonstrates that it will result in meeting the objectives and requirements contained in the PWS tasks identified under the instructions for Technical Approach.
- The offeror must submit a Management Plan that details:
 - Subcontracting and teaming arrangements and reporting relationships of all subcontractors and team members;
 - Successful communication and coordination between the contractor and the government personnel/roles;
 - Clear lines of authority from the top of the organization to all those working on this effort;
 - Schedules of all tasks and subtasks, meetings, and deliverables;
 - Quality Control Plan according to PWS 4.4.1, Quality Control Plan. The QCP must address the requirements listed in the Instructions of Offerors to ensure that all tasks are completed according to the performance standards listed in the solicitation. The offeror must submit an organizational chart that reflects the independence of the Quality Control function.
 - Transition-In Period according to PWS 1.7.1, Transition-In;
 - Managing conflicts/multiple use of resources proposed to be used on multiple contracts or other contractor efforts; and,
 - Managing potential or actual organizational or individual conflicts of interest.

c. Key Personnel and Staffing (Resume must not exceed two pages per person submitted)

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The offeror must submit Key Personnel resumes that demonstrate sufficient relevant prior experience, qualifications, education and certifications for personnel proposed to fill key positions identified by the offeror. The Key Personnel proposed and number identified must reflect adequate capabilities or skill sets to ensure the outcome and benefits sought by the government are achievable. The offeror must state what percentage of the Key Personnel's work week time will be dedicated to the performance of the contract. The offeror must submit letters of commitment for all Key Personnel.

Specific Key Personnel requirements are as follows:

The Contract/Project Manager/Alternate Contract/Project Manager shall possess three years of satisfactory construction inspection experience related to the specific inspection tasks required by this contract. The inspection experience for the inspectors must be recent (within the past six (6) years). The inspection experience for the contract manager and alternate manager does not have to be within the last 6 years; only the experience in managing and overseeing as indicated above. Satisfactory experience is defined as three years of recent multifamily construction inspection activities or five years of experience in a combination of multifamily, single family, and commercial construction inspections, with a minimum of one of those five years being multifamily. Specific projects where multifamily experience was obtained will be listed with references who can confirm the experience. Inspection experience shall cover all activities and phases of a construction project, and not just a single activity or discipline. The experience shall demonstrate a record of performing acceptable construction and warranty inspections and related construction contract administration tasks as required by this contract. The experience shall clearly demonstrate the inspector's knowledge of and familiarity with construction, construction inspection, and construction administration. The experience shall also demonstrate knowledge of national building codes and standards, current standard construction methods and procedures, Federal Fair Housing Accessibility Guidelines, and HUD regulations and handbook requirements to ensure compliance with it by the owner, builder and the supervisory architect. The complexity of some projects may mandate that they be assigned to an inspector whose background indicates the ability to perform those inspections.

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4. PART IV -PAST PERFORMANCE INFORMATION - Only references for same or similar type contracts are desired. Submit original and two (2) paper copies and two certified virus free electronic copies in .pdf, Microsoft Word 2010. Excel files must be Excel 2010 format.

(a) Past Performance Surveys: The government will evaluate the quality and extent of offeror's performance deemed relevant to the requirements of this solicitation. The government will use this information submitted by the offeror and other sources such as other federal government offices and commercial sources to assess performance. The evaluation of past performance information will take in account past performance information regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the requirement when such information is relevant to the instant acquisition.

- The offeror must submit a completed chart providing the information required by the Past Performance Information chart in **Attachment #11**. The chart must reflect all relevant past performance contracts performed for federal agencies and commercial customers within the last three years. If the offeror has more than five (5) relevant past performance references, then the offeror must provide the most recent 5 references. Relevant contracts include services related to multifamily construction inspection services. As an attachment to the chart, the offeror must provide a narrative describing the past performance references that reflect the most relevance to the services being obtained under the contract to be awarded. The narrative must clearly state establish the relevancy of the past performance to the current requirements (Narratives must not exceed one page per reference).
- If you're proposing to enter into a subcontracting arrangement (or use joint ventures/partners, or other entities other than the prime contractor to perform) more than twenty percent of the contract value, you must submit a separate chart and narrative as to the arrangement, including any relevant past/present performance information on previous teaming arrangements with the same partner. If this is a first time joint effort each party

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to the arrangement, each party to the arrangement must provide a list of past and present relevant contracts.

- The contractor must submit the survey contained in **Attachment #13** to each past performance reference (PPR) identified in the Past Performance Volume. In turn, the PPR must submit the completed survey to Gene H. Jackson at US DHUD/OCPO, Chicago Contracting Operations Branch, Room 2517, Chicago IL, 60604, or email gene.h.jackson@hud.gov. Evaluators shall send survey to the government no later than seven days after receipt of this questionnaire. The government will not accept questionnaires from the offeror being evaluated. HUD is requesting offerors to submit Past Performance Information **TWO WEEKS BEFORE THE DATE FOR RECEIPT OF PROPOSALS**. This will enable HUD to accelerate the evaluation process in order to meet and fulfill mission requirements. Non-compliance of the request will not deem an offeror as non-responsive, but receipt of an offeror's past performance information after the exact time specified for receipt of proposals will render the entire proposal late. Offerors are not required to submit surveys for references where past performance information is available in the Past Performance Information Retrieval Systems (PPIRS).
- If past performance from the offering firm does not exist, the offeror may substitute past performance of key personnel that will be performing major aspects of the work under any resulting contract. If the offeror chooses to make such a substitution, the offeror must clearly identify the substituted key personnel by name and title proposed. Only the past performance of Key Personnel overseeing the entirety of the proposed project will be considered in substitution for the firm's past performance under this factor. The contractor must provide the survey contained in **Attachment #13** to each past performance reference with first-hand knowledge of the performance of the substituted Key Personnel in sufficient time for the reference to complete and submit the survey directly to the HUD contracting officer prior to the date and time of submission of proposals.

- (b) Subcontractor Consent: Past performance information pertaining to a subcontractor cannot be disclosed to the prime offeror without the subcontractor's consent. Provide with the

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proposal a letter from all subcontractors that will perform major or critical aspects of the requirement, consenting to the release of their past performance information to the prime contractor.

J. General Information

1. INFORMATION REGARDING THE SUBMISSION OF PROPOSAL: Hand-carried proposals must be delivered to Ralph Metcalfe Building, DHUD/OCPO, Chicago Contracting Operations Branch, 77 West Jackson Blvd, Room 2517, Chicago IL, 60604. The sealed envelope or package used to submit your proposal must show the time and date specified for receipt, the Solicitation Number, and the name and address of the offeror.

Offerors are cautioned the Ralph Metcalfe Building has visitor control procedures requiring individuals not affiliated with the installation must to go through a metal detector and packages are subject to screening prior to entrance. SOME DELAY SHOULD BE ANTICIPATED WHEN HANDCARRYING PROPOSALS. Offerors should allow sufficient time to arrive at Room 2517 PRIOR to the time specified for receipt. Late proposals will be processed according to FAR 52.212-1(f), "Late submission, modifications, revisions and withdrawals of offers."

2. FEDERAL HOLIDAYS: The following federal legal holidays are observed by this installation:

New Year's Day 1 January
Martin Luther King's Birthday Third Monday in January
President's Day Third Monday in January
Memorial Day Last Monday in May
Independence Day 4 July
Labor Day First Monday in September
Columbus Day Second Monday in October
Veteran's Day 11 November
Thanksgiving Day Fourth Thursday in November
Christmas Day 25 December

3. The government is not responsible for any costs incurred or associated with preparation and submission of a proposal in response to this solicitation.

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4. TEAMING/PARTNERING OFFERORS: If the offeror is based on a teaming/partner relationship, the offeror must provide all required solicitation information for all parties including a copy of the teaming/partnering agreement. The agreement must include information which identifies the responsibilities for each entity under this contract. The agreement must demonstrate the relationship between the firms and identify contractual relationships and authorities to bind each entity of the teaming/partnering relationship.
5. JOINT VENTURE AGREEMENTS: If the offeror is a joint venture, the offeror must provide all the required solicitation information for all parties including a copy of the joint venture agreement with the proposal. Joint Ventures are allowable on competitive 8(a) set-asides, however, the joint venture must be received by the Small Business Administration (SBA) prior to proposal due date and approved before award of any resulting contract. If you are contemplating a joint venture on this project, you must advise your assigned SBA Business Opportunity Specialist (BOS) as soon as possible. It is also recommended that the agreement be submitted as soon as practicable to ensure compliance with established regulations. Any corrections and/or changes needed can be made only when your BOS has adequate time for a thorough review before the proposal due date. NO CORRECTIONS AND/OR CHANGES ARE ALLOWED AFTER TIME OF SUBMISSION OF PROPOSALS.
6. DEBRIEFINGS: The contracting officer will promptly notify offerors of any decision to exclude them from the competitive range, according to FAR section 15.503, **Notification of Unsuccessful Offerors**. Upon release of such notification, an offeror may request and receive a debriefing. Offerors desiring a debriefing must make their request according to FAR section's 15.505 **Pre-award Debriefing of Offerors** or 15.506 **Post-award Debriefing of Offerors** as applicable.
7. DISCREPANCIES: If an offeror believes that a requirement in these instructions contain an error, omission, or are otherwise unsound, the offeror must immediately notify the contracting officer in writing with the supporting rationale. The offeror is reminded that the government reserves the right to award this effort based on the initial proposal as received, without discussions.
8. Exceptions to Terms and Conditions

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Offerors are required to meet all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements. Failure to meet a requirement may result in the offeror being ineligible for award. Offerors must clearly identify any exception to the solicitation terms and conditions and provide complete accompanying rationale. Each exception must be specifically related to each paragraph and/or specific part of the solicitation to which the exception is taken. Offerors must provide the rationale in support in support of the exception and fully explain its impact, if any, on the performance, schedule, cost and specific requirements of the solicitation. The offeror must provide the information in the format and content of Table 1. Failure to comply with the terms and conditions of the solicitation may result in the offeror being ineligible for award:

Table 1 – Solicitation Exceptions

SOLICITATION Document	Paragraph/Page	Requirement/Portion	Rationale
<i>SOW, Model Contract, ITO, etc.</i>	<i>Applicable Page and Paragraph Numbers</i>	<i>Identify the requirement or portion to which exception is taken</i>	<i>Justify why the requirement will not be met</i>

52.216-1 TYPE OF CONTRACT. (APR 1984)

The Government contemplates award of a combination Firm-fixed-price/Indefinite delivery-Indefinite quantity type contract resulting from this solicitation.

52.216-27 SINGLE OR MULTIPLE AWARDS. (OCT 1995)

The Government may elect to award a single task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)

52.233-2 SERVICE OF PROTEST. (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any

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protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Office of the Chief Procurement Officer, Chicago Contracting Operations Branch, 77 West Jackson Blvd, RM 2517, Chicago, IL 60604

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE. (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): [*Insert one or more Internet addresses*]

2452.233-70 REVIEW OF CONTRACTING OFFICER PROTEST DECISIONS. (FEB 2006)

(a) In accordance with FAR 33.103 and HUDAR 2433.103, a protester may request an appeal of the Contracting Officer's decision concerning a protest initially made by the protester to the Contracting Officer. The protestor must submit a written request for an appeal to Keith Surber, Office of the Chief Procurement Officer, 451 7th Street SW, Washington DC, 20410 not later than 10 days after the protestor's receipt of the Contracting Officer's decision (see FAR 33.101 for the definition of "days").

(b) The HCA shall make an independent review of the Contracting Officer's decision and provide the protester with the HCA's decision on the appeal.

HISTORICAL QUANTITIES

The following information depicts the number Initial Endorsement **for FHA New/Construction/Senior Apartments** and **223f Refinance Apartments** in the Southeast Region:

May 1, 2013 - May 1, 2014

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<i>State</i>	<i>FHA New Construction/Senior Apartments</i>	<i>223f Refinance/Acquisition Apartments</i>	<i>Total</i>
Alabama	0	18	18
Florida	4	33	37
Georgia	6	30	36
Kentucky	4	5	9
Mississippi	2	13	15
North Carolina	6	12	18
South Carolina	5	9	14
Tennessee	5	24	29
Puerto Rico	0	0	0

May 1, 2014 - August 18, 2015

<i>State</i>	<i>FHA New Construction/Senior Apartments</i>	<i>223f Refinance/Acquisition Apartments</i>	<i>Total</i>
Alabama	9	4	13
Florida	5	47	52
Georgia	7	24	31
Kentucky	5	5	10
Mississippi	3	8	11
North Carolina	9	15	24
South Carolina	4	2	6
Tennessee	6	18	24
Puerto Rico	0	0	0

AS-2112 SPECIAL INSTRUCTION REGARDING LOBBYING DISCLOSURES

If the bidder/offeror is required to complete an SF LLL, Disclosure of Lobbying Activities (see FAR 52.203 11), the offeror may obtain the form from HUD's internet homepage at:

<http://www.hudclips.org/subscriber/html/forms.htm>

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SECTION M - Evaluation Factors for Award

52.212-2 EVALUATION - COMMERCIAL ITEMS. (OCT 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers: (1) Technical Acceptability of the services offered to meet the government requirement, (2) Price, (3) Past Performance.

In the integrated assessment, upon which the award assessment will be made, Past Performance is significantly more important than Price when being evaluated. Technical factor is pass/fail.

(b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

ADDENDUM TO FAR 52.212-2 EVALUATION - COMMERCIAL ITEMS. (OCT 2014)

Paragraph (b) "Options" is hereby deleted from the solicitation.

Paragraph (a) is changed to read as follows:

1. Basis for Contract Award

- a. This is a competitive best value source selection using Tradeoff source selection procedures according to FAR Subpart 15.3 as supplemented by HUDAR Subpart 2415.3 to make an integrated assessment for a best value award decision. These regulations are available electronically at the Acquisition.Gov website, <https://www.acquisition.gov/?q=browsefar>.

The government will select the best overall offeror, based on an integrated assessment of Technical Acceptability, Past Performance, and Price. Tradeoffs may be made only between Past Performance and Price among those offerors who have been determined to be technically acceptable, initially, or as a result of discussions, and included within the competitive range. Past Performance is significantly more important than price. Award will be made to the offeror who is deemed responsible according to FAR Part 9,

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as supplemented, whose proposal conforms to the solicitation requirements (to include all stated terms, conditions, representations, certifications, and all other information required by Section L of this solicitation) and is judged, based on the evaluation factors, provides the best value to the government. This solicitation may result in award to a higher priced offeror, where the Source Selection Authority reasonably determines that superior past performance of that higher priced offeror outweighs the price difference between that offeror and a technically acceptable, lowest priced offeror with a lesser past performance confidence assessment.

NOTE: AN OFFEROR'S TECHNICAL PROPOSAL WILL BE UNACCEPTABLE IF THEY ARE UNABLE TO PERFORM CONSTRUCTIONS THROUGHOUT THE ENTIRE GEOGRAPHICAL AREA (i.e. Region).

- b. **Number of Contracts to be Awarded:** The government intends to award up to two (2) Indefinite-Delivery/Indefinite Quantity (IDIQ) contracts as a result of this solicitation. The government reserves its right to award less than 2 contracts or no contract at all. The government will make a decision on the technical acceptability of each offeror. The government will award a contract(s) resulting from this solicitation to the offeror(s) who provide the best value to the government based on a comparative assessment of all offers against the selection criteria.
- c. **Rejection of Unrealistic Offers:** The government may reject any proposal that is evaluated to be unrealistic in terms of program commitments. This includes:
 - Contract terms and conditions; or
 - Unrealistically high or low in cost/price when compared to government estimates, such as the proposal is deemed to reflect an inherent lack of competence or failure to comprehend the complexity and risks of the program.
- d. **Discussions:** It is the government's intent to award without discussions. It is imperative that the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. The government reserves the right to conduct discussions if the contracting officer later determines them to be necessary. - See FAR 52.212-1(g), ***Instructions to Offerors-Commercial Items***
- e. **Cross Reference Matrix:** The cross reference matrix will be utilized as a tool to show critical interrelationships and dependencies among the technical requirements document (Performance Work Statement (PWS)), Section L (Instructions to Offerors) and Section M (Evaluation Basis for Award). The cross reference matrix will help offerors ensure they have responded to all the evaluation criteria and proposal submittal requirements identified in the solicitation. If the matrix conflicts with any

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other requirement, direction, or provision of this solicitation, the other reference shall take precedence over this matrix. Section M references in the matrix are for informational purposes only, and the government shall be obligated to evaluate proposals solely in conformance with the provisions of Section M of the solicitation.

2. Evaluation

The government will evaluate an offeror's proposal against three (3) Factors: Price, Technical Capability, and Past Performance. The government will evaluate all factors according to lowest evaluated total price. The government will evaluate the lowest-price offeror's technical proposal first to determine technical acceptability. If the offeror is technically acceptable, the government will evaluate the offeror's past performance. If the lowest priced evaluated technically acceptable offer(s) is judged to have a High Confidence performance confidence assessment, that offeror(s) represents the best value to the government and the evaluation process stops at this point. Award will be made to that offeror(s) without further consideration of any other offers. If the lowest priced offeror is not judged to have a High Confidence performance confidence assessment, the next lowest priced offeror will be evaluated and the process will continue (in order by price) until an offeror(s) is judged to have a High Confidence performance assessment or until all offerors are evaluated. The Source Selection Authority shall then make an integrated assessment best value award decision.

Factor 1 - Price: The government will evaluate the offeror's price proposal as follows:

- a. The government will evaluate for award purposes the offeror's cost/price proposal by adding the total price for Year's One (1) (CLIN's 0001, 0002, and 0003), Two (2) (CLIN's 0004 and 0005), Three (3) (CLIN's 0006 and 0007), Four (4) (CLIN's 0008 and 0009), and Five (5) (CLIN's 0010 and 0011). The government will use the prices cited in the Total Evaluated Price Matrix to calculate the total evaluated price for each year of the contract. The government may determine that an offer is unacceptable if the prices for Year's 2-5 are significantly imbalanced.
- b. **Reasonableness:** The existence of adequate price competition is expected to support a determination of reasonableness. Price analysis techniques may be used to further validate price reasonableness. If adequate price competition is not obtained or if price reasonableness cannot be determined using price analysis of government obtained information, additional information in accordance with FAR Subpart 15.4 may be required to support the proposed price.
- c. **Balance:** Offerors are cautioned against submitting an offer that contains unbalanced pricing. Unbalanced pricing exists when,

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despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of price analysis techniques. Offers that are determined to be unbalanced may be rejected if the lack of balance proposes an unacceptable risk to the government. Offerors must provide a narrative clearly explaining your pricing rationale, including any price increases in Contract Year's 2, 3, 4, and 5 that exceed estimated inflation rates.

Factor 2 - Technical Capability

The government will evaluate an offeror's proposal to ensure the offeror has the ability to perform - and will perform - the requirements of the Construction Inspection Services Performance Work Statement (PWS), Section C. Only those proposals determined to be technically acceptable, either initially or as a result of discussions, will be considered for award. The government shall evaluate the proposal against the following subfactors:

Factor 1: Technical

Subfactor 1: Technical Approach

Subfactor 2: Management Plan

Subfactor 3: Key Personnel and Staff

The offeror's proposal shall be evaluated against the above subfactors as they apply to the Construction Inspection Services PWS. Detailed instructions are included in FAR provision 52.212-1. During the evaluation of each proposal the government will assign each subfactor a rating as shown below. A rating of Unacceptable in one or more subfactors will render the proposal unawardable. In order for a subfactor to be rated Acceptable, the proposal must meet each of its Measures of Merit.

The following technical rating definitions will be used in the assessment of technical capability:

Technical Acceptable/Unacceptable Ratings

Code	Rating	Description
A	Acceptable	Proposal clearly meets the minimum requirements of the solicitation
U	Unacceptable	Proposal does not clearly meet the minimum requirements of the solicitation

Subfactor 1: Technical Approach

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Description: This subfactor addresses the effectiveness of the offeror's logical and effective proposed approach and methods for meeting the methods described in PWS tasks 4.4.1, 5.2 through 6.2.

Measures of Merit: This subfactor is met when the offeror demonstrates:

- a. A clear understanding of the required construction inspection services and HUD requirements.
- b. Their ability to provide construction inspection services and provide realistic timeframes for performing PWS tasks and associated deliverables described herein.

Subfactor 2: Management Plan

Description: This subfactor addresses how well the offeror's proposal supports the achievement of the government's objectives and requirements outlined in the solicitation.

Measure of Merit: The subfactor is met when the offeror :

- a. Has an acceptable approach in providing and describing its subcontracting and teaming arrangements and reporting relationships of all subcontractors and team members.
- b. Proposes a successful communication and coordination plan between the contractor and government personnel.
- c. Has an acceptable approach and ability in managing conflicts/multiple use of resources proposed to be used on multiple contracts or other contractor efforts.
- d. Has an acceptable approach and ability to manage potential or actual organizational or individual conflicts of interest.
- e. Has an acceptable Quality Control Plan.
- f. Has an acceptable Transition Plan

Subfactor 3: Key Personnel and Staffing

Description: This subfactor addresses the suitability and of the personnel that the offeror has proposed as well as their plans for continuing to provide and manage a qualified workforce.

Measure of Merit: The subfactor is met when the offeror:

- a. Proposes a cadre of personnel whose skills and expertise is appropriate for the meeting the requirements of the PWS.
- b. Has an acceptable approach for providing qualified personnel that have the qualifications required to meet the requirements of the PWS.

Factor 3 - Past Performance: The government will address four components

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in evaluating Past Performance - Recency, Relevancy, Quality, and Overall Performance Confidence Assessment. The government will assess the past performance of the proposed prime contractor (or in the case of joint ventures or some other teaming arrangement, the primary member of the team) or that of substituted key personnel. If significant subcontracting/use of other teaming arrangements is anticipated, the government shall evaluate the past performance history of the proposed subcontractors/other team members.

Recency Assessment: An assessment of the past performance information will be made to determine if it is recent. Performance that is more recent will generally have more impact than less recent performance. Recent contracts are: (a) contracts, which have been completed within the last three years from the date of issuance of this solicitation (see Standard Form 1442, Block 6), or (b) contracts that are currently being performed (with a performance record of at least six months from the date of issuance of this solicitation). Only ongoing contracts (with a minimum performance of six months) with performance history, and contracts completed within three years from the issue date of this solicitation will be determined as recent. A contract must be deemed recent in order to be evaluated.

Relevancy Assessment: Relevant performance includes performance of efforts involving performing and managing multifamily construction inspection services that are similar or greater in scope, magnitude and complexity that the effort described in this solicitation. The purpose of the past performance evaluation is to allow the government to assess the offeror's ability to perform the effort described in this solicitation, based on the offeror's demonstrate present and past performance. Customer satisfaction is an integral part of the assessment.

Past performance relevancy will be evaluated as follows:

Rating	Definition
VERY RELEVANT	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
RELEVANT	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
SOMEWHAT RELEVANT	Present/past performance involved some of the scope and magnitude of effort and complexities this solicitation requires.
NOT RELEVANT	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

Quality Assessment: The government will consider the performance quality (how well the contractor performed on the contract) of each reference that is both recent and relevant. The quality assessment consists of an in-depth evaluation of past performance questionnaire responses, and PPIRS information. It may include interviews with government customers, interviews with commercial clients, and interviews with other sources known

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to the government.

Overall Performance Confidence Assessment: The overall rating under this factor will encompass the totality of the information provided, including completeness, relevancy, and the depth, breadth, and quality of only relevant past performance information for the proposed prime contractor and proposed subcontractor/team members or substituted key personnel. The final rating will range from Excellent (High Confidence) to Unacceptable (Low Confidence). Offerors that have addressed the factor and have no relevant past performance history by the prime, any subcontractors/team members or substituted key personnel will be rated as Neutral (Unknown Confidence). Offerors that fail to address the factor will be determined to have not complied with the solicitation requirements and will receive the lowest possible rating.

In conducting the past performance evaluation, the government reserves the right to use both the information provided in the offeror's Past Performance volume and information obtained from other sources available to the government, to include, but not limited to, the Past Performance Information Retrieval System (PPIRS), Federal Awardee Performance and Integrity Information System (FAPIS), Electronic Subcontract Reporting System (eSRS), or other databases; interviews with Government Technical Representatives (GTR), Government Monitor Representatives (GTM), Contracting Officers, and commercial sources.

In evaluating past performance, the government reserves the right to give greater consideration to information on those contracts deemed most relevant to the effort described in this solicitation.

Performance Confidence Assessments

Rating	Description
EXCELLENT (HIGH CONFIDENCE)	The overall assessment of the offeror's/key personnel's recent past performance reveals a sufficient quantity of highly relevant and high quality past performance. There is no doubt the offeror will successfully perform the effort required under the contract. The confidence of successful performance is evaluated as high.
GOOD (SIGNIFICANT CONFIDENCE)	The overall assessment of the offeror's/key personnel's recent past performance, in terms of relevancy, quality, and sufficiency reveals a past performance record in which there is little doubt the offeror will successfully perform the effort required under the contract. The confidence of successful performance is evaluated as significant.
FAIR (SOME CONFIDENCE)	The overall assessment of the offeror's/key personnel's recent past performance, in terms of relevancy, quality, and sufficiency reveals a past performance record in which there is some doubt the offeror will successfully perform the effort required under the contract. The confidence of successful performance is evaluated as some.
UNACCEPTABLE (LOW	The overall assessment of the offeror's/key personnel's past performance, in terms of recency, relevancy,

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Rating	Description
CONFIDENCE)	quality, and sufficiency reveals a past performance record in which there is substantial doubt the offeror will successfully perform the effort required under the contract. This rating may also be due to the offeror failing to address the factor as required and no additional information is available. The confidence of successful performance is evaluated as low.
NEUTRAL	The overall assessment of the offeror's/key personnel's past performance, in terms of relevancy, quality, and sufficiency reveals the offeror has no relevant past performance record which may be effectively evaluated. The performance risk of the offeror is neutral. The contractor is rated neither good nor bad. The performance risk of the offeror is neutral.

3. Solicitation Requirements, Terms and Conditions:

By submission of its offer provided in FAR provision 52.212-1, Instructions to Offerors, the offeror accedes to all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements, in addition to those identified as evaluation factors or subfactors. **NOTE: AN OFFEROR'S TECHNICAL PROPOSAL WILL BE UNACCEPTABLE IF THEY ARE UNABLE TO PERFORM CONSTRUCTIONS THROUGHOUT THE ENTIRE GEOGRAPHICAL AREA (i.e. Region).** Offerors must clearly identify any exception to the solicitation.